

## Article - Transportation

[\[Previous\]](#)[\[Next\]](#)

§17-104.3.

(a) (1) In this section the following words have the meanings indicated.

(2) “Adverse event” means an incident that may subject the owner or driver of a rental vehicle to legal liability, including liability for:

- (i) Damages;
- (ii) Costs of defense;
- (iii) Legal costs and fees; and
- (iv) Any other claims expenses.

(3) “Motor vehicle rental company” means a person that is in the business of providing motor vehicles to the public under a rental agreement for a period not exceeding 180 days.

(4) “Rental agreement” means a written agreement containing the terms and conditions that govern the use of a rental vehicle provided by a motor vehicle rental company under the provisions of this article.

(b) A person involved in an adverse event that involves a rental vehicle rented by another, or the person’s legal representative, may request information, as provided under subsection (c) of this section, from the motor vehicle company that owns the rental vehicle by submitting a written request to the motor vehicle rental company in accordance with subsection (c) of this section.

(c) (1) If known to the motor vehicle rental company, a request made to a motor vehicle rental company under this section shall include:

- (i) The full name of the person that is believed to have rented the rental vehicle involved in the adverse event;
- (ii) The date and approximate time of the adverse event; and
- (iii) To the extent known, a description of the rental vehicle, including the vehicle’s:

1. Make;
2. Model;
3. Color; and
4. Registration number.

(2) A request made under this section shall be submitted to the motor vehicle rental company's registered agent in the State.

(d) (1) Except as provided in subsection (e) of this section, as soon as practicable after receiving a request for information, a motor vehicle rental company shall provide the person that made the request with the following information in writing:

(i) The name, mailing address, and date of birth of each person identified in a rental agreement as a renter or authorized driver of the rental vehicle at the time the adverse event is alleged to have occurred; and

(ii) 1. The name of the insurer responsible for providing primary insurance coverage for the rental vehicle at the time the adverse event is alleged to have occurred; and

2. If known to the motor vehicle rental company, the policy number associated with the primary insurance coverage for the rental vehicle at the time the adverse event is alleged to have occurred.

(2) If the person driving the rental vehicle at the time of the adverse event is not identified in the rental agreement, the motor vehicle rental company shall make a reasonable effort to obtain and provide the individual's name, mailing address, and date of birth to the person making the request for information.

(e) (1) If a request is made under this section more than 3 years after the date on which the adverse event is alleged to have occurred, the motor vehicle rental company may refuse to provide information under subsection (d) of this section.

(2) A motor vehicle rental company may not be compelled to disclose any information regarding persons identified as renters or authorized drivers of a rental vehicle other than the information that is required under subsection (d) of this section.

(f) Unless it is established that the disclosure made by the motor vehicle rental company or an employee or agent of the motor vehicle rental company

constituted reckless, wanton, or intentional misconduct, a motor vehicle rental company may not be held civilly or criminally liable for disclosing information in accordance with this section.

[\[Previous\]](#)[\[Next\]](#)